

No. 12964
IN THE
United States Court of Appeals
FOR THE NINTH CIRCUIT

C-O-TWO FIRE EQUIPMENT Co. and MAYNARD A.
LASWELL,

Appellants,

vs.

UNITED STATES OF AMERICA,

Appellee.

APPENDIX TO BRIEF FOR THE UNITED
STATES.

VOLUME II.

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OCT 18 1951

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Appendix A.

A—Typical price lists selected from Government Exhibit 1, Part 34, which consists of a number of price lists issued by defendants during the period from September 19, 1932 to May 10, 1949.

Walter Kidde & Company, Inc.

675 Main Street Belleville 9, N. J.

CUSTOMER PRICE SCHEDULE KIDDE CARBON DIOXIDE PORTABLE EXTINGUISHERS

Effective: June 1, 1946

HAND TYPE

Model	Size	1-24	25-99	100-499	500 & Over
2	2 lb.	\$ 18.00	\$ 17.50	\$ 16.50	\$ 16.00
4	4 lb.	25.00	24.50	23.50	23.00
10	10 lb.	42.00	41.00	39.00	38.00
15	15 lb.	48.00	47.00	45.00	44.00
20	20 lb.	54.00	53.00	51.00	49.00

WHEELED TYPE

50	50 lb.	\$162.00	\$158.00	\$151.00	\$144.00
75	75 lb.	198.00	194.00	187.00	180.00
100	100 lb.	318.00	312.00	300.00	288.00

Standard wheels are standard equipment on all wheeled extinguishers. Rubber tires, if desired,

hook, for mounting, is furnished gratis with Models 4 to 20 inclusive. A spring clip bracket is furnished with the Model 2.

.....

Quantity Orders

On all quantity orders the total number of carbon dioxide hand and wheeled extinguishers only, of assorted sizes and types, ordered at one time determines the unit price of each extinguisher.

.....

Brackets for Hand Portables

Running Board Bracket — Model 4T	— \$4.75
Running Board Bracket — Models 10, 15 & 20	— 5.75
Marine Type Bracket — Models 4 to 20 inc.	— 1.80
Spring Clip Bracket — Model 2	— .70
Wall Hook (spare) — Models 2 to 20 inc.	— .25

.....

Prices are F.O.B. Destination, within Continental U.S.A. (Alaska not included) via rail, motor or water, or FAS any U.S. Port. Prices listed cover domestic packing only.

Net 30 days. No cash discounts.

.....

Prices are subject to change without notice.

ALL ORDERS SUBJECT TO ACCEPTANCE AND ACKNOWLEDGEMENT AT OUR MAIN OFFICE AT 675 MAIN STREET, BELLEVILLE 9, NEW JERSEY

C-O-TWO FIRE EQUIPMENT COMPANY

NET DELIVERED CONSUMER PRICES

HAND AND WHEELED TYPE PORTABLE EXTINGUISHERS

The total number of one or assorted sizes and types of hand and wheeled extinguishers ordered and the time determines the unit price of each extinguisher.

Size	Type	Whh	1-24	25-99	100-499	500 & Over
2 lb.	PS-2 Hand Portable	Swivel	\$18.00	\$17.50	\$16.50	\$16.00
4 lb.	PS-4 Hand Portable	Swivel	25.00	24.50	23.50	23.00
10 lb.	PSH-10 Hand Portable	3 ft. hose	42.00	41.00	39.00	38.00
15 lb.	PSH-15 Hand Portable	3 ft. hose	48.00	47.00	45.00	44.00
20 lb.	PSH-20 Hand Portable	3 ft. hose	54.00	53.00	51.00	49.00
30 lb.	WB or WVF Wheeled Portable	15 ft. hose	162.00	158.00	151.00	144.00
50 lb.	WB or WVF Wheeled Portable	25 ft. hose	198.00	194.00	187.00	180.00
75 lb.	WB or WVF Wheeled Portable	40 ft. hose	318.00	312.00	300.00	288.00

Price includes a wire bracket for 2 lb. size portable with round bottom cylinder. One wall hook is furnished with all other hand portables.

WB is a seat type valve with hand wheel to control discharge of gas at cylinder.

WVF is a pressure-seat type valve which cannot be closed during discharge.

Wide faced steel wheels are furnished with all wheeled type extinguishers.

Add \$20.00 to price of 50 and 75 lb. wheeled portables for solid rubber tires.

Add \$25.00 to prices of 100 lb. wheeled portables for solid rubber tires.

Add \$25.00 to prices of 50 and 75 lb. units for metal protection cover over hose and horn.

Add \$30.00 to price of 100 lb. unit for metal protection cover over hose and horn.

When ordering 100 lb. wheeled units specify if single-cylinder or unit with two 50 cylinders is desired.

CONVERSION TO SQUEEZ-GRIP VALVES AND QUANTITY ORDERS

See Price Sheet R-2 for Changing Handwheel and Other Type Valves to Squeeze-Grip Type.

See Annual Contract Price Sheet P-3 for Quantity Purchases.

BRACKETS FOR HAND PORTABLES

Size	Type	Price Each
b. to 20 lb.	PWH-2 to 20 Wall Hook	\$.25
b.	PWB-2 Wire Bracket	.70
b. to 20 lb.	PB-4 to 20 Marine Bracket	1.80
b.	PRB-4 Running Board Bracket	4.75
b. to 20 lb.	PRB-10 to 20 Running Board Bracket	5.75

ALL ORDERS ARE DELIVERED VIA FREIGHT IN THE U. S. A. OR F. A. S. VESSEL NEAREST PORT FOR
ALASKA, HAWAII OR EXPORT SHIPMENT

TERMS: THIRTY DAYS NET — NO CASH DISCOUNT

THIS PRICE SHEET SUPERSEDES PRICE SHEET P-1 DATED 1/15/46

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

AMERICAN-LA FRANCE-FOAMITE CORPORATION

ELMIRA, N. Y., U. S. A.

Price Schedule - 141-X

FOAMITE CARBON DIOXIDE EXTINGUISHERS

Effective June 15, 1946

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

HAND PORTABLE UNITS

(Including wall hook hanger)

Type	Size	Hose	Quantity Prices			
			1-24	25-99	100-499	500 or Over
"edex" Model 2	2	lb. Swivel horn	\$ 18.00	\$ 17.50	\$ 16.50	\$ 16.00
"edex" Model 3%	3%	lb. Swivel horn	24.00	23.50	22.50	22.00
"edex" Model 10	10	lb. 36	42.00	41.00	39.00	38.00
"edex" Model 15	15	lb. 36	48.00	47.00	45.00	44.00
"edex" Model 20	20	lb. 36	54.00	53.00	51.00	49.00
Bracket (Spring Clip Type) Sizes 10# to 20# incl.—price each \$1.80.						
Hanging Board Brackets (Clamp Type) Size 10 to 20# incl.—price each \$5.75.						

WHEELED PORTABLE UNITS

Type	Size	Hose	Quantity Prices			
			1-24	25-99	100-499	500 or Over
Model 50S or 50D	50 lb.	15 ft.	\$ 162.00	\$ 158.00	\$ 151.00	\$ 144.00
Model 75S or 75D	75 lb.	25 ft.	198.00	194.00	187.00	180.00
Model 100S or 100D	100 lb.	40 ft.	318.00	312.00	300.00	288.00

Spoke wheels are standard equipment on all wheeled portable units.

The letter "D" after model designation indicates seat type or disc type valves are available.

Quantity Orders—The total number of hand and wheeled extinguishers of one or assorted sizes and types that are ordered at one time determines the unit price of each extinguisher.

Extinguishers are Delivered in Continental U. S. A. (Except Alaska) Via Rail, Motor or Water Freight, or FAS any U. S. Port. Prices listed cover domestic packing only.

Terms: Thirty Days Net — No Cash Discounts

AMERICAN ALUMINUM CORPORATION

MADE IN U. S. A.

TYPE DESIGNATION - 40-2

WHITE CARBON DIOXIDE EXTINGUISHER

(Weight 4.5 lb. 100)

TYPE REPORT FOR CLASSIFICATION PURPOSES

FOR EXTINGUISHING POWER

(Weight 4.5 lb. 100)

Weight	Weight	Weight	Weight	Weight	Weight
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100

FOR EXTINGUISHING POWER (Weight 4.5 lb. 100)

Weight	Weight	Weight	Weight	Weight	Weight
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100
100	100	100	100	100	100

FOR EXTINGUISHING POWER (Weight 4.5 lb. 100)

FOR EXTINGUISHING POWER (Weight 4.5 lb. 100)

FOR EXTINGUISHING POWER (Weight 4.5 lb. 100)

FOR EXTINGUISHING POWER (Weight 4.5 lb. 100)

SAN FRANCISCO

LOS ANGELES 21, CALIF.

SEATTLE, WASH.

NET DELIVERED CONSUMER PRICES C-D SNO FOG FIRE EXTINGUISHERS

HAND TYPE PORTABLES

Model	Type	Underwriter Classification	Size	Hose	1 to 24	25 to 99	100 to 499	500 & Over
2-AKS	Lever Seat	B2, C2	2 lb.	Swivel	18.00	17 50	16.50	16.00
4-AKS	Lever Seat	B2, C2	4 lb.	Swivel	25.00	24.50	23.50	23.00
10-A	Wheel Seat	B2, C1	10 lb.	3 ft.	42.00	41.00	39.00	38.00
10-AK	Lever Seat	B2, C1	10 lb.	3 ft.	42.00	41.00	39.00	38.00
15-A	Wheel Seat	B1, C1	15 lb.	3 ft.	48.00	47.00	45.00	44.00
15-AK	Lever Seat	B1, C1	15 lb.	3 ft.	48.00	47.00	45.00	44.00
20-A	Wheel Seat	B1, C1	20 lb.	3 ft.	54.00	53.00	51.00	49.00
20-AK	Lever Seat	B1, C1	20 lb.	3 ft.	54.00	53.00	51.00	49.00
50-A	Wheel Type	B1, C1	50 lb.	15 ft.	162.00	158.00	151.00	144.00
75-A	Wheel Type	B1, C1	75 lb.	25 ft.	198.00	194.00	187.00	180.00
100-A	Wheel Type	B-C	100 lb.	40 ft.	318.00	312.00	300.00	288.00

QUANTITY ORDERS

The total number of hand and wheeled extinguishers only of one or assorted sizes and types that are ordered at one time determines the unit price of each extinguisher.

Wide faced steel wheels are furnished with all wheeled type extinguishers.

BRACKETS FOR PORTABLES

One wall hook furnished with each hand type portable.

Type	Description	Size	Price Each
2-AKS to 20-A & AK	Wall Hook for hand type	2 to 20 lb.	.25
4-AKS to 20-A & AK	Marine Bracket for hand type	4 to 20 lb.	1.80
4-AKS	Running Board Bracket for hand type	4 lb.	4.75
10-AK to 20-A & AK	Running Board Bracket for hand type	10 to 20 lb.	5.75

PRICES ARE DELIVERED IN THE CONTINENTAL UNITED STATES EXCEPT ALASKA VIA RAIL, MOTOR OR WATER FREIGHT. TITLE PASSES TO BUYER UPON DELIVERY TO CARRIER BY SELLER.

TERMS: THIRTY DAYS NET—NO CASH DISCOUNT.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

DELIVERIES BASED ON AVAILABILITY OF MATERIAL AND PRODUCTION.

1. The first part of the paper is devoted to a general discussion of the problem of the existence of solutions of the system of equations (1) and (2) under the assumption that the functions $f_i(x)$ and $g_j(x)$ are continuous and satisfy certain conditions.

2. In the second part, we consider the case when the functions $f_i(x)$ and $g_j(x)$ are piecewise continuous. In this case, the problem of the existence of solutions is solved by the method of successive approximations.

3. In the third part, we consider the case when the functions $f_i(x)$ and $g_j(x)$ are discontinuous. In this case, the problem of the existence of solutions is solved by the method of the maximum principle.

4. In the fourth part, we consider the case when the functions $f_i(x)$ and $g_j(x)$ are not continuous and do not satisfy the conditions mentioned above. In this case, the problem of the existence of solutions is solved by the method of the maximum principle.

Table 1		Table 2		Table 3		Table 4		Table 5	
x	y	x	y	x	y	x	y	x	y
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7
0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8
0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

The results of the calculations are presented in the tables. The first column shows the values of x , the second column shows the values of y . The third column shows the values of $f_i(x)$, the fourth column shows the values of $g_j(x)$. The fifth column shows the values of $f_i(x)$ and $g_j(x)$ calculated by the method of successive approximations. The sixth column shows the values of $f_i(x)$ and $g_j(x)$ calculated by the method of the maximum principle.

C-O-TWO FIRE EQUIPMENT COMPANY

NET DELIVERED CONSUMER PRICES

HAND AND WHEELED TYPE PORTABLE EXTINGUISHERS

total number of one or assorted sizes and types of hand and wheeled extinguishers ordered at time determines the unit price of each extinguisher.

<u>Size</u>	<u>Type</u>	<u>Width</u>	<u>1-24</u>	<u>25-99</u>	<u>100-499</u>	<u>500 & Over</u>
½ lb.	PS-2½ Hand Portable	Swivel	\$ 22.00	\$ 21.50	\$ 20.50	\$ 19.75
1 lb.	PS-5 Hand Portable	Swivel	29.00	28.50	27.50	26.50
1 lb.	PSH-10 Hand Portable	3 ft. hose	48.00	47.00	45.00	44.00
1 lb.	PSH-15 Hand Portable	3 ft. hose	55.00	54.00	52.00	50.50
1 lb.	PSH-20 Hand Portable	3 ft. hose	62.00	61.00	59.00	57.00
1 lb.	WB or WVF Wheeled Portable	15 ft. hose	178.00	174.00	166.00	158.00
1 lb.	WB or WVF Wheeled Portable	25 ft. hose	218.00	213.00	205.00	198.00
1 lb.	WB or WVF Wheeled Portable	40 ft. hose	350.00	343.00	330.00	317.00

One wall hook is furnished with all hand portables.

WB is a seat type valve with hand wheel to control discharge of gas at cylinder.

WVF is a pressure-seat type valve which cannot be closed during discharge.

Wide faced steel wheels are furnished with all wheeled type extinguishers.

Add \$25.00 to prices of 50 and 75 lb. wheeled portables for rubber tires.

Add \$35.00 to prices of 100 lb. wheeled portables for rubber tires.

When ordering 100 lb. wheeled units specify if single-cylinder or unit with two 50 lb. cylinders is desired.

BRACKETS FOR HAND PORTABLES

<u>Size</u>	<u>Type</u>	<u>Price Each</u>
to 20 lb.	PWH-2 to 20 Wall Hook	\$.35
	PWB-2 Bracket	1.00
	PWB-5 Bracket	1.50
to 20 lb.	PB-4 to 20 Marine Bracket	3.00
& 5 lb.	PRB-4 & 5 Running Board Bracket	7.00
to 20 lb.	PRB-10 to 20 Running Board Bracket	8.75

CONVERSION TO SQUEEZ-GRIP VALVES AND QUANTITY ORDERS

See Price Sheet R-2 for Changing Handwheel and Other Type Valves to Squeeze-Grip Type.

See Annual Contract Price Sheet P-3 for Quantity Purchases.

PRICES ARE DELIVERED IN CONTINENTAL U. S. A. (ALASKA EXCLUDED) VIA RAIL, MOTOR WATER FREIGHT, OR F. A. S. ANY U. S. PORT. PRICES INCLUDE DOMESTIC PACKING ONLY.

TERMS: THIRTY DAYS NET — NO CASH DISCOUNT

THIS PRICE SHEET SUPERSEDES PRICE SHEET P-1 DATED 6/1/47

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THE GENERAL PACIFIC CORP.

General Offices and Factory—1501 EAST WASHINGTON BLVD., LOS ANGELES 21, CALIF.
 San Francisco Denver Seattle



NET DELIVERED CONSUMER PRICES C-D SNO FOG FIRE EXTINGUISHERS

HAND TYPE PORTABLES

Model	Type	Underwriter Classification	Size	How	1 to 24	25 to 99	-100 to 499	500 & Over
2½-AKS	Lever Seat	B2, C2	2½ lb.	Swivel	22.00	21.50	20.50	19.75
5-AKS	Lever Seat	B2, C2	5 lb.	Swivel	29.00	28.50	27.50	26.50
10-A	Wheel Seat	B2, C1	10 lb.	3 ft.	48.00	47.00	45.00	44.00
10-AK	Lever Seat	B2, C1	10 lb.	3 ft.	48.00	47.00	45.00	44.00
15-A	Wheel Seat	B1, C1	15 lb.	3 ft.	55.00	54.00	52.00	50.50
15-AK	Lever Seat	B1, C1	15 lb.	3 ft.	55.00	54.00	52.00	50.50
20-A	Wheel Seat	B1, C1	20 lb.	3 ft.	62.00	61.00	59.00	57.00
20-AK	Lever Seat	B1, C1	20 lb.	3 ft.	62.00	61.00	59.00	57.00
50-A	Wheel Type	B1, C1	50 lb.	15 ft.	178.00	174.00	166.00	158.00
75-A	Wheel Type	B1, C1	75 lb.	25 ft.	218.00	213.00	205.00	198.00
100-A	Wheel Type	B-C	100 lb.	40 ft.	350.00	343.00	330.00	317.00

QUANTITY ORDERS

The total number of hand and wheeled extinguishers only of one or assorted sizes and types that are ordered at one time determines the unit price of each extinguisher.

Wide faced steel wheels are furnished with all wheeled type extinguishers. Rubber tired wheels available on Models 50-A and 75-A at additional net cost of \$25.00 per set.

BRACKETS FOR PORTABLES

One wall hook furnished with each hand type portable.

Type	Description	Size	Price Each
2½-AKS to 20 & AK	Wall Hook for hand type	2½ to 20 lb.	.35
2-AKS to 20-A & AK	Marine Bracket for hand type	5 to 20 lb.	3.00
5-AKS	Running Board Bracket for hand type	5 lb.	7.00
10-AK to 20-A & AK	Running Board Bracket for hand type	10 to 20 lb.	8.75

MINIMUM BILLING — \$1.50

PRICES ARE DELIVERED IN THE CONTINENTAL UNITED STATES EXCEPT ALASKA VIA RAIL, MOTOR OR WATER FREIGHT. TITLE PASSES TO BUYER UPON DELIVERY TO CARRIER BY SELLER.

TERMS: THIRTY DAYS NET — NO CASH DISCOUNT

All prices subject to change without notice. All orders received subject to any and all government regulations applicable thereto. All prices billed will be those in effect at time of shipment. Deliveries are based upon availability of materials and production. All quotations are made with the understanding that any and all federal, state, or local taxes which may be applicable will be added to the face of the invoice.

Printed in U.S.A.

Form No. 53

Walter Kidde & Company, Inc.

Belleville 9, New Jersey

CUSTOMER PRICE SCHEDULE

KIDDE CARBON DIOXIDE PORTABLE EXTINGUISHERS

Effective: February 16th, 1948

HAND TYPE					
Model	Capacity	1-24	25-99	100-499	500 & Over
2½	2½ lb.	\$ 22.00	\$ 21.50	\$ 20.50	\$ 19.75
5	5 lb.	29.00	28.50	27.50	26.50
10	10 lb.	48.00	47.00	45.00	44.00
15	15 lb.	55.00	54.00	52.00	50.50
20	20 lb.	62.00	61.00	59.00	57.00
25	25 lb.	68.00	67.00	65.00	63.00
WHEELED TYPE					
50	50 lb.	\$178.00	\$174.00	\$166.00	\$158.00
75	75 lb.	218.00	213.00	205.00	198.00
100	100 lb.	350.00	343.00	330.00	317.00

rubber wheels are standard equipment on all wheeled extinguishers. Rubber tires, on Models 50 and 75, if desired, are \$25.00 extra. "Sparkproof" aluminum disc wheels without rubber tires can be had at \$15.00 extra.

A mounting hook, for mounting, is furnished gratis with Models 10, 15, 20 and 25 inclusive. A spring clip bracket is furnished with the Models 2½ and 5.

Quantity Orders

Large quantity orders the total number of carbon dioxide hand and wheeled extinguishers only, of any or assorted sizes and types, ordered at one time determine the unit price of each extinguisher.

Brackets for Hand Portables

"Rollalong" portable cart	— Models 15, 20 & 25	— \$12.50
Running Board Bracket *	— Models 10, 15, 20 & 25	— 8.75
Spring Clip Bracket (spare)	— Models 2½ & 5	— 1.00
Wall Hook (spare)	—	— .35

* Applies to all models except the old Model 20S & 20D. The price of the bracket for this model is \$1.00.

Prices are F. O. B. Destination, within Continental U.S.A. (Alaska not included) via rail, motor or water transport, or FAS any U.S. Port. Prices listed cover domestic packing only.

Terms: Net 30 days. No cash discounts.

Prices are subject to change without notice.

ALL ORDERS SUBJECT TO ACCEPTANCE AND ACKNOWLEDGMENT AT OUR MAIN OFFICE AT 675 MAIN STREET, BELLEVILLE 9, NEW JERSEY

AMERICAN-LAFRANCE-FOAMITE CORPORATION

ELMIRA, N. Y., U. S. A.

Price Schedule - 141-X

FITE CARBON DIOXIDE EXTINGUISHER

Effective March 1, 1948

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

PORTABLE UNITS

(Including wall hook hanger)

Type	Size	Hose	Quantity Prices			
			1-24	25-99	100-499	500 or C
"edex" Model 2½	2½ lb.	Swivel horn	\$ 22.00	\$ 21.50	\$ 20.50	\$ 19.75
"edex" Model 3½	3½ lb.	" "	25.50	25.00	24.00	23.50
"edex" Model 5	5 lb.	" "	29.00	28.50	27.50	26.50
"edex" Model 10	10 lb.	36"	48.00	47.00	45.00	44.00
"edex" Model 15	15 lb.	36"	55.00	54.00	52.00	50.50
"edex" Model 20	20 lb.	36"	62.00	61.00	59.00	57.00

Spring Clip Bracket (Spare)—Sizes 2½# and 5#—price each \$1.00.

Spring Board Bracket—Sizes 10# to 20#—price each \$8.75.

Spring Bracket—Sizes 10# to 20#—price each \$3.00.

Hook Hanger is standard. Spring Clip Bracket for Models 2½ and 5 will be furnished at extra cost if desired.

WHEELED PORTABLE UNITS

Type	Size	Hose	Quantity Prices			
			1-24	25-99	100-499	500 or C
Model 50S or 50D	50 lb.	15 ft.	\$ 178.00	\$ 174.00	\$ 166.00	\$ 158.00
Model 75S or 75D	75 lb.	25 ft.	218.00	213.00	205.00	198.00
Model 100S or 100D	100 lb.	40 ft.	350.00	343.00	330.00	317.00

Rubber tired wheels are standard equipment on all wheeled portable units. Rubber tired wheels on Models 50 and 75, if desired, are \$25.00 extra. Rubber tired wheels on Model 100, if desired, are \$35.00 extra.

Designation "D" after model designation indicates seat type or disc type valves are available.

Quantity Orders

Total number of hand and wheeled extinguishers of one or assorted sizes and types ordered at one time determines the unit price of each extinguisher.

Units are Delivered in Continental U. S. A. (Except Alaska) Via Rail, Motor or Water Freight or FAS any U. S. Port. Prices listed cover domestic packing only.

Terms: Thirty Days Net — No Cash Discounts

Walter Kidde & Company, Inc.
100 Cedar Street
New York

Index No. 2,3,6,7,8,9,10,11,12,15

Date 8/29/32

Subject Lux & Fyre-Free
Extinguishers
(For Aqua-Lux see sheet,
P2-14)

Effective September 19, 1932

1 - Quantity discounts apply when assorted sizes of portables and wheeled tinguishers (exclusive of Model #100) are purchased and in such cases the quantity discounts for portable extinguishers apply.

2 - Quantity discounts apply only to extinguishers covered by a single purchase order; however, delivery may be made over a one year period from date of order. Cancelled or reduced orders will have prices adjusted to discounts applying for quantities actually taken plus a charge of 5% of the price of the cancelled quantity.

3 - If the purchaser's name is on our list of preferential purchasers such purchaser will receive the "50 to 99" prices on all purchases made. Send in name of your large companies and advice will be sent if they are on the list.

Lux & Fyre-Freez	List Price	Column "A"	Purchaser's Price Per Unit				
			1 - 12	13 - 24	25 - 49	50 - 99	100 - 199
			10%	10 & 5	10 & 8	10 & 10	10 & 13
Model #4	30.00	20.66	27.00	25.65	24.84	24.30	23.49
Model #7	45.00	31.00	40.50	38.48	37.26	36.45	35.24
Model #10	50.00	34.45	45.00	42.75	41.40	40.50	39.15
Standard (15)	55.00	37.90	49.50	47.03	45.55	44.55	43.07
Model #20	80.00	55.10	72.00	68.40	66.24	64.80	62.64
			1 - 5	6 - 10	11 - 19	20 & UP	
			10%	10 & 5	10 & 8	10 & 10	
Wheeled							
Model #20	90.00	65.95	81.00	76.95	74.52	72.90	
Model #50	165.00	120.90	148.50	141.08	136.62	133.65	
			List	5%	8%	10%	
Model 100 Wh.							
Truck Lux	390.00	315.00	390.00	370.50	358.80	351.00	

For Hose Reel & Hose Rack equipment write for prices giving number of cylinders and length of hose desired.

Lux and Fyre-Freez Model #50 and Lux Model #100 furnished standard with rubber covered hose.

For price on Fyre-Freez Strap see spare parts list.

Truck Extinguisher Bracket holder for 10# & 15# \$9.25 net to client. Dealer discount
" " " " 20# 12.50 " " " "
" " Cup " " 10# & 15# 9.75 " " " "
Marine Bracket " " " " 4.00 " " " "

For the marine extinguisher the prices are the same as those listed above

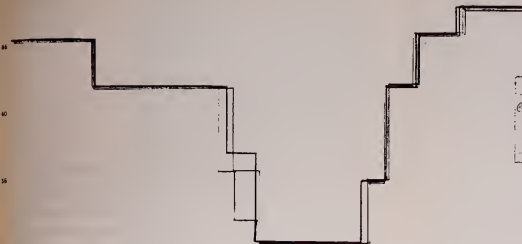
This sheet replaces Prices P2-13, P2-3,
Products E2-17

Page Number P2 - 1

FILE ALL SHEETS IMMEDIATELY UPON RECEIPT.

CONSUMER PRICES OF PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS BY PRODUCER, 1938 - 1949

THE FOUND MODEL - PRICE PER UNIT IN SMALLEST QUANTITY LOT



No. 20 15A-15V
1988
C.O. Two Inc. 1944
8
24 1950
10 1951
10 1952

C-O-Two	Red	_____
Walter Kidde	Pink	_____
American-LaFrance	Green	_____
General Pacific	Brown	_____

Sources: Price sheets of the four defendant manufacturers named in Indictment No. CR 20762.

No price sheets made available by C-O-Two prior to 1938. No price sheets made available by General Pacific prior to 1944.

Appendix A-2.

A-2—Pages 7 and 8 of Government Exhibit 7—a compilation prepared from published price lists of all defendants showing the net delivered consumer prices and price changes quoted on the 15# model fire extinguishers during the period 1938 to 1949, inclusive. (These two pages are typical of the balance of this exhibit which shows the published prices and price changes of all defendants on the 2½#, 5#, 10#, 15#, 20#, 50#, 75#, and 100# models for the years 1938 to 1949, inclusive.)

Appendix A-2.

**CONSUMERS PRICES OF PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS, BY PRODUCER, BY QUANTITY,
1938-1949
FIFTEEN POUND MODEL—PRICE PER UNIT**

Manufacturer	Effective Date	Issue Print Date	List Price	1 to 24 units	25 to 99 units	100 to 499 units	500 and over	Remarks
The General Pacific Corporation	5-10-49			\$55.00	\$54.00	\$52.00	\$50.50	
C-O-Two Fire Equipment Company	4-1-49	P 3-49		55.00	54.00	52.00	50.50	
Walter Kidde & Company, Inc.	8-12-48	P 9-48		55.00	54.00	52.00	50.50	
American-LaFrance-Foamite Corporation	3-1-48	P 2-48		55.00	54.00	52.00	50.50	"Effective to 12-12-49".
Walter Kidde	2-16-48	P 2-48		55.00	54.00	52.00	50.50	
The General Pacific Corporation	1-15-48			55.00	54.00	52.00	50.50	
C-O-Two	1-1-48			55.00	54.00	52.00	50.50	
C-O-Two	6-1-47	P 5-47		52.50	51.50	49.50	48.00	
Walter Kidde	5-1-47	P 5-47		52.50	51.50	49.50	48.00	
General Pacific	2-15-47			52.50	51.50	49.50	48.00	
American-LaFrance	2-14-47	P 4-47		52.50	51.50	49.50	48.00	
C-O-Two	2-10-47	P 1-47		52.50	51.50	49.50	48.00	
Walter Kidde	1-15-47	P 1-47		52.50	51.50	49.50	48.00	
General Pacific	6-15-46			48.00	47.00	45.00	44.00	
American-LaFrance	6-15-46	P 6-46		48.00	47.00	45.00	44.00	
C-O-Two	6-5-46	P 6-46		48.00	47.00	45.00	44.00	
Walter Kidde	6-1-46	P 5-46		48.00	47.00	45.00	44.00	
				<u>1 to 12</u>	<u>13 to 24</u>		<u>500 to 999</u>	<u>1000 or over</u>
Walter Kidde	2-1-46			39.50	39.00	38.00	37.00	36.00
American-LaFrance	1-15-46	P 1-46		39.50	39.00	38.00	37.00	36.00
C-O-Two	1-15-46	P 1-46		39.50	39.00	38.00	37.00	36.00
General Pacific	1-2-46			39.50	39.00	38.00	37.00	36.00
C-O-Two	10-15-45	P 11-45		39.50	39.00	38.00	37.00	36.00
C-O-Two	4-1-44	P 3-44	34.35	"Price for any quantity" - -				34.35
								Same prices reprinted 2-45 effective 1-1-45, and again on 4-45 effective 4-1-45.
American-LaFrance	8-27-43		34.35	"Price for any quantity" - -				34.35
								Same prices reissued effective 4-15-45.
Walter Kidde	8-1-43		34.35	"Price for any quantity" - -				34.35
								Same prices reissued effective 9-29-43 and again, effective 9-20-44 and again, effective 9-1-45.
C-O-Two	7-15-43	P 7-43	34.35	"Price for any quantity" - -				34.35
Walter Kidde	2-10-43		36.16	"Price for any quantity" - -				36.16
American-LaFrance	1-15-43	P 1-43	36.16	"Price for any quantity" - -				36.16
C-O-Two	12-1-42	P 6-43		43.21	- - - - -	42.33	41-45 40.57	36.69
								Prices apply only where equipment is for purchaser's own use and not for ultimate delivery to the Government.
Walter Kidde	10-5-42			36.16	36.16	36.16	<u>100 to 249</u> 36.16 <u>250 to 499</u> 36.16 <u>500 to 749</u> 36.16 <u>750 to 999</u> 36.16	36.16

Sources: Price sheets of the four defendant manufacturers named in Indictment No. CR 20752.

Except as otherwise noted, terms of sale are (1) Net 30 days. No cash discounts. (2) Seller pays rail, motor or water freight charges to destination within Continental U.S.A. (excluding Alaska).

No price sheets made available by C-O-Two prior to 1938. No price sheets made available by General Pacific prior to 1946.

CONSUMERS PRICES OF PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS, BY PRODUCER, BY QUANTITY,
1938-1949
FIFTEEN POUND MODEL—PRICE PER UNIT

Manufacturer	Effective Date	Issue or Print Date	List Price	1 to 12 units	13 to 24 units	25 to 49 units	50 to 99 units	100 to 249 units	250 to 499 units	500 to 749 units	750 to 999 units	1000 and over	Remarks
Walter Kidde	8-1-41	P 2-9-42	70.00	49.00	48.02	- - - - -	47.04	46.55	46.06	45.57	45.08	44.10	Same prices reprinted 1-2-42 effective 1-1-42, and again, reissued, effective 6-1-42, and again reissued, effective 8-1-42.
American-LaFrance	8-1-41	P 9-41	70.00	49.00	48.02	- - - - -	47.04	46.55	46.06	45.57	45.08	44.10	Same prices reprinted 12-41 effective 1-1-42 and again on 6-42 effective 6-30-42.
C-O-Two	8-1-41	P 7-41		49.00	48.02	- - - - -	47.04	46.55	46.06	45.57	45.08	44.10	Same prices reprinted 12-41 effective 1-1-42 and again on 8-42 effective 7-1-42.
C-O-Two	4-22-41			49.00	48.02	- - - - -	47.04	46.06	- - - - -	45.08	<u>750 and over</u> 43.75		
American-LaFrance	4-22-41		70.00	49.00	48.02	- - - - -	47.04	46.06	(250) 45.08	- - - - -	- - - - -		Prices for larger quantities on application.
C-O-Two	1-1-40			49.00	48.02	- - - - -	47.04	46.06	- - - - -	45.08	41.75		
Walter Kidde	1-1-40		70.00	49.00	48.02	- - - - -	47.04	46.06	(250 and over) 45.08	- - - - -	- - - - -		Lower prices for larger quantities may be had on application. Same prices reissued effective 5-18-40.
American-LaFrance	1-1-40			49.00	48.02	- - - - -	47.04	46.06	- - - - -	45.08	41.75		
Walter Kidde	9-15-39		72.00	50.40	49.39	48.38	47.37	46.36	45.36				Lower prices for larger quantities may be had on application.
American-LaFrance	9-15-38	P 9-15-38		50.40	49.39	48.38	47.37	46.36	45.36	43.34	39.37		Same prices reprinted 9-15-38 effective 3-1-39.
C-O-Two	9-15-38			50.40	49.39	48.38	47.37	46.36	45.36	43.34	39.37		Same prices reissued effective 9-1-39.
Walter Kidde	11-5-38		72.00	50.40	49.39	48.38	47.37	46.36					Lower prices for larger quantities may be had on application.
Walter Kidde	9-15-38	P 7-11-38 P-9-38	72.00	50.40	49.39	48.38	<u>50 and over</u> 47.37 <u>50 to 99</u> 47.37*	<u>100 to 299</u> 46.36*					Lower prices for larger quantities may be had on application.
C-O-Two	2-1-38			50.40	49.39	48.38	47.37	<u>100 to 249</u> 46.36	45.36	- - - - -	43.34	39.37	
American-LaFrance	2-1-38	P 1-13-38		50.40	49.39	48.38	47.37	46.36	45.36	- - - - -	43.34	39.37	
Walter Kidde	2-1-38	I 12-6-37	72.00	50.40	49.39	48.38	47.37	46.36	45.36				Lower prices for larger quantities may be had on application.

* These categories appeared on the sheet reprinted on 9-38 only.

Sources: Price sheets of the four defendant manufacturers named in Indictment No. CR 20752.

Except as otherwise noted, terms of sale are (1) Net 30 days. No cash discounts. (2) Seller pays rail, motor or water freight charges to destination within Continental U.S.A. (excluding Alaska).

No price sheets made available by C-O-Two prior to 1938. No price sheets made available by General Pacific prior to 1946.

Appendix B.

B—Summary of sizes of defendants' portable carbon dioxide fire extinguishers 1938-1949.

Appendix B.

SUMMARY OF SIZES OF PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS
MANUFACTURED, BY PRODUCERS, 1938-1949

Size (in pounds)	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949
Two Pound Model	C K A	C K A	C K A	C K A	C K A	K	K	C K	C K A G	C G		
Two and one-half Pound Model									K	C K A G	C K A G	C K A G
Three and five-eighths Pound Model									A	A	A	A
Four Pound Model	C K A	C K A	C K A	C K A	C K A	C K A	C K	C K A	C K A G	G		
Five Pound Model									K	C K A G	C K A G	C K A G
Seven and one-half Pound Model	C K A	C K A	C K A	C K A	K A							
Ten Pound Model	C K A	C K A	C K A	C K A	C K A	C K A	C K	C K A	C K A G	C K A G	C K A G	C K A G
Fifteen Pound Model	C K A	C K A	C K A	C K A	C K A	C K A	C K	C K A	C K A G	C K A G	C K A G	C K A G
Twenty Pound Model	C K A	C K A	C K A	C K A	C K A			C K	C K A G	C K A G	C K A G	C K A G
Twenty-five Pound Model										K	K	K
Thirty-five Pound Model	C	C	C	C								
Forty Pound Model	C	C	C	C								
Fifty Pound Model	C K A	C K A	C K A	C K A	C K A	C K A	C K	C K A	C K A G	C K A G	C K A G	C K A G
Seventy-five Pound Model	C K	C K	C K	C K	C K A	C K A	C K	C K A	C K A G	C K A G	C K A G	C K A G
One Hundred Pound Model	C K A	C K A	C K A	C K A	C K A	C K A	C K	C K A	C K A G	C K A G	C K A G	C K A G
One Hundred and Fifty Pound Model	K	K	K	K								

Sources: Price sheets of the four defendant manufacturers named in Indictment No. CR. 20752.
No price sheets made available by C-O-Two prior to 1938. No price sheets made available
by General Pacific prior to 1946.

C—C-O-Two Fire Equipment Company
K—Walter Kidde & Company, Inc.
A—American-LaFrance-Foamite Corporation
G—The General Pacific Corporation

Appendix C.

C—Government Exhibit 1, Parts 48, 49 and 50.

WESTERN UNION.

Jan. 31, 1946

M. A. Laswell, Pres.

C-O-Two Fire Equipment Co.

Newark, N. J.

Re County of Los Angeles Bid Our Letter January 25.
Wire Immediately Price to Bid.

Superior Fire Equipment Co.

VH

JOHN N. SCHICHTEL

Manager

MIchigan 9578

SUPERIOR FIRE EQUIPMENT COMPANY

Fire Protection Engineers and Contractors

Manufacturers and Distributors of

UNDERWRITERS LABORATORIES APPROVED FIRE

EQUIPMENT

615-617 East Third Street

Los Angeles 13, California

January 25, 1946

C-O-TWO FIRE EQUIPMENT COMPANY

Box 390,

Newark, 1, New Jersey

Attention: Mr. M. A. Laswell,

Vice President

Gentlemen:

We enclose copy of bid to Los Angeles County for
25—2 Pound C-O-Two Extinguishers and wall brackets
and wire brackets.

Under your new schedule of prices Los Angeles County would be entitled to a price which would only allow us .05¢ per extinguisher as profit. We are, therefore, asking that you kindly advise us by return airmail what price we should bid and what our cost is to be.

Awaiting your early reply, we are

Very truly yours,

SUPERIOR FIRE EQUIPMENT Co.,

By: J. N. Schichtel

J. N. Schichtel

JNS.W

TWENTY FIVE YEARS EXPERIENCE

WESTERN UNION.

RD4 29 WUX TDNK NEWJER February 1, 1946

Superior Fire Equipment Company

615 East Third Street

Los Angeles 13, Cal.—

Relet 25 Your telegram 30. Quote \$9.60 each including wall hook in this one case only. Wire brackets seventy cents each additional. Your compensation this special price five percent.

C O Two Fire Equipment Company

25 30 \$9.60.

Appendix D.

D—Government Exhibit 3. An abstract of Los Angeles City Department of Water and Power, Bid No. 17-7938 opened May 17, 1948.

Assigned to Manen & Bailey Co.
Date 5-21-48 Amount of Forest bidden

Appendix E.

E—Government Exhibit 1, Part 35.

May 26, 1948

C-O-Two Fire Equipment Company
P. O. Box 390
Newark 1, New Jersey

Gentlemen:

We are enclosing our order 1516-C for sixty PSH-20 C-O-Two type 20# Fire Extinguishers. Will you please endeavor to make immediate shipment and advise by return air mail shipping date.

Yours very truly,

WARREN & BAILEY COMPANY

Superintendent

RMB:bl

Appendix F.

F—Government Exhibit 1, Part 36.

May 25, 1948

Mr. E. V. Werk
c/o Pyrene Manufacturing Company
1335 South Figueroa Street
Los Angeles 15, California

Dear Sir:

We are enclosing a copy of our letter of May 20, which was mailed to the City of Los Angeles asking them to withdraw our bid on C-O-Two Fire Extinguishers.

As we explained to you on the telephone, as soon as we were informed that we made an error on this quotation by giving the City a cash discount of 2% 30 days, we immediately phoned the Department of Water & Power and asked permission to withdraw this bid. They suggested we write them a letter, which we are enclosing.

We wish to assure you that we did everything possible to correct this error and want you to know that the cash discount given on this bid was not intentional but was definitely a mistake.

Yours very truly,

WARREN & BAILEY COMPANY
Superintendent

RMB:bl
Enclosure

Appendix G.

G—Government Exhibit 1, Part 37.

May 20, 1948

City of Los Angeles
Department of Water & Power
Mr. W. R. Foster
P. O. Box 3669, Terminal Annex
Los Angeles 54, California

Attention: Mr. David Knaiger

Gentlemen:

Please refer to bid No. 17-7938, which was to be opened on May 17, 1948, covering sixty PSH-20 C-O-Two Fire Extinguishers.

We wish to withdraw this bid as quotation was made in error.

Thank you.

Yours very truly,

WARREN & BAILEY COMPANY

Superintendent

RMB:bl

Appendix H.

H—Government Exhibit 1, Part 39.

WESTERN UNION.

June 4, 1948

C O Two Fire Equipment Co.
P.O. Box 390
Newark, k. New Jersey

Has shipment been made on our order 1516-C. We stated 20 days delivery on this order to our customer. Time is getting short. Please answer by wire Monday June 7th without fail.

Warren & Bailey
Ross M. Bell

oca

Appendix I.

I—Government Exhibit 1, Part 40.

WARREN & BAILEY

COMPANY

Telephone: ANgelus 12151

WABACO

Industrial Supplies

350 South Anderson St.

Los Angeles, Calif.

Zone 33

June 4, 1948.

C-O-Two Fire Equipment Company

P. O. Box 390,

Newark, 1, New Jersey.

Gentlemen:

Has shipment been made on our order #1516-C? We stated 20 days delivery on this order to our customer and time is getting short.

Please wire us Monday June 7th collect, giving us shipping information.

Very truly yours,

WARREN & BAILEY COMPANY

Ross M. Bell

Superintendent.

RMB:rp

All sales are subject to any additions as the result of state and federal taxes which may be enacted. Quotations herein, unless otherwise stated, are for immediate acceptance, and all orders are accepted subject to delay caused by fire, accidents, strikes and conditions beyond our control.

Appendix J.

J—Government Exhibit 1, Part 41.

WESTERN UNION.

June 8th, 1948

C O Two Fire Equipment Co.

P.O. Box 390

Newark, 1, New Jersey

Have had no acknowledgement or answer to our letters of May 26th and June 4th regarding our order 1516-C. Wire collect today sure, shipping date of this order.

Warren & Bailey Co.

Ross M. Bell

oca

Appendix K.

K—Government Exhibit 1, Part 42.

WESTERN UNION.

NB5 36 PD-WUX TDN NEWARK NJER 10 25 5P

Duplicate of Telephoned Telegram
1948 Jun. 10, PM 12:03

Warren & Bailey Co.

350 South Anderson Ave LosA

Retel 8th. Our M. A. Laswell will be in Los Angeles tomorrow and will contact you re your order.

C. D. Schmolze C O Two Fire Equipment Co.

Appendix L.

L—Government Exhibit 1, Part 51.

August 23, 1948

Purchasing Agent
Los Angeles County
1660 Eastlake Avenue
Los Angeles, California

Gentlemen: Attention Mr. Sprohs

Please refer to Vendor's Quotation made to the County of Los Angeles, Quotation #2958, dated August 12, 1948 and filed August 20, 1948.

Kindly be advised that due to the fact that the material is unobtainable by us at this time, we herewith beg to withdraw all quotations.

Trusting that we may have the opportunity in submitting bids at some future date, we beg to remain,

Very truly yours,

F. S. & W. W. HIRSCH

wwh:loc

Appendix M.

M—Portions of Government Exhibit 1, Part 1, a patent licensing agreement between defendant Walter Kidde & Company, Inc., and appellant C-O-Two, dated August 24, 1932, relating to price regulations and to the duration of the agreement.

LICENSE AGREEMENT made this 24th day of August, 1932, between WALTER KIDDE COMPANY, INC., a New York corporation, herein called "Licensor" and C-O-Two FIRE EQUIPMENT COMPANY, a California corporation, herein called "Licensee."

WHEREAS Licensor is the sole owner of the following patents and of all rights thereunder, except as hereinafter set forth, and Licensee desires a license under said patents, viz.:

United States Rustige patent 1,335,394, issued Mar. 30, 1920

United States Minor patent 1,760,274, issued May 27, 1930

Canadian Rustige patent 190,314, issued May 13, 1919

Canadian Hiss patent 266,726, issued Dec. 14, 1926

Canadian Minor patent 310,417, issued Apr. 14, 1931.

NOW THEREFORE in consideration One Dollar (\$1.00) and of the mutual agreements herein set forth, the parties hereto have agreed as follows:

1. Upon the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license, which shall

be exclusive except as to Licensor and except as otherwise provided in Article 9 hereof, in and for the United States of America, its territories and dependencies, to make, sell and use the inventions set forth in said United States Rustige and Minor patents and in and for the Dominion of Canada, to make, sell and use the invention set forth in said Canadian Rustige, Hiss and Minor patents, except that no license is hereby granted under Claims 2, 4, 5 and 6 of said Canadian Hiss patent.

* * * * *

7. This license is granted solely upon the condition that Licensee, its agents, representatives, controlled and subsidiary companies and selling sub-licensees shall not during the remainder of the respective terms of said patents directly or indirectly sell or otherwise dispose of any CO₂ fire extinguishing apparatus, or Schedule-listed parts intended for use therein, embodying features covered by said patents or either of them at prices less than, or upon terms contrary to those followed by Licensor and set forth in the Schedule of Minimum Prices and Terms attached hereto and forming part of this agreement, or in any new or amended schedule that may later be established in place thereof; and that no adjunctive apparatus or parts, such as are set forth in the Schedules attached hereto, shall be given or sold or in any way disposed of by Licensee as a gratuity, bonus or rebate; and that no gratuity, bonus or rebate of any sort shall be in any other way directly or indirectly offered or given; nor shall anything be done in any other way for the purpose of indirectly accomplishing

a sale to the customer of apparatus covered hereby at prices less than those set forth in the Schedule of Minimum Prices and Terms made part hereof; nor shall either party hereto lease or rent or in any other manner temporarily place with a customer or user, apparatus covered hereby in such manner as to directly or indirectly amount to a disposition of such apparatus on terms less than those set forth in said Schedule of Minimum Prices and Terms.

Where Licensee quotes to a customer on apparatus involving devices covered by any of the Schedules of Minimum Prices and Terms set forth herein (whether such device or apparatus be subject to royalty or not) and at the same time quotes such customer upon apparatus or devices not included in any of the Schedules of Minimum Prices and Terms attached hereto or pertaining to carbon dioxide systems, Licensee will make such quotations separately and in rendering bills for such apparatus or devices will make separate charges for such classes of apparatus or devices.

8. The terms and conditions of this agreement as to its attached Schedules of Minimum prices and Terms and any amended or future Schedules of Minimum Prices and Terms, concerning the sale by Licensee of apparatus embodying the inventions of said patents in the United States and in Canada shall be binding upon and be observed by Licensor, its controlled and subsidiary companies, agents and representatives and by all concerns holding license or other rights granted prior to June 15, 1932 under said patents.

Neither Licensor nor Licensee will dispose of apparatus covered by this license otherwise than directly to licensees or sub-licensees for selling only or to the ultimate consumer or to the classes of customers mentioned in the attached Schedule.

* * * * *

20. Unless sooner terminated as herein provided, the term of this agreement shall run to the expiry dates in the United States and Canada, respectively, of said United States Minor patent and Canadian Hiss and Minor patents.

Provided, however, that if in the United States said Minor, or if in Canada either said Hiss or said Minor patent, shall be judicially declared invalid or so limited as not to apply to Licensee's apparatus, the royalty rate shall be reduced to one (1%) per cent and such royalty shall then be payable only as long as the Rustige patent remains in force or is effective in the United States or in Canada, respectively.

* * * * *

Appendix N.

N—Portions of Government Exhibit 1, Part 12, a patent licensing agreement between Walter Kidde & Company, Inc., and American-LaFrance-Foamite Corporation, dated August 25, 1932, relating to price regulations and to the duration of the agreement.

LICENSE AGREEMENT made this 25th day of August, 1932, between WALTER KIDDE COMPANY, INC., a New York corporation, herein called "Licensor" and AMERICAN LA FRANCE & FOAMITE CORPORATION, a New York corporation, herein called "Licensee."

WHEREAS Licensor is the sole owner of the following patents and of all rights thereunder, except as hereinafter set forth, and Licensee desires a license under said patent, viz.:

United States Rustige patent 1,335,394, issued Mar. 30, 1920

United States Minor patent 1,760,274, issued May 27, 1930

Canadian Rustige patent 190,314, issued May 13, 1919

Canadian Hiss patent 266,726, issued Dec. 14, 1926

Canadian Minor patent 310,417, issued Apr. 14, 1931.

NOW THEREFORE in consideration of One Dollar (\$1.00) and of the mutual agreements herein set forth, the parties hereto have agreed as follows:

The balance of Appendix N is the same as Appendix M.

Appendix O.

O—Portions of Government Exhibit 1, Part 24, and Government Exhibit 1, Part 25, patent licensing agreements between Specialties Development Corporation, a subsidiary of Walter Kidde & Company, Inc., licensor, and The General Detroit Corporation and The General Pacific Corporation, licensee, dated December 1, 1944 and December 30, 1944, respectively, which relate to price regulations and to the duration of the agreements.

AGREEMENT.

This agreement made and entered into this 1st day of December, 1944, by and between SPECIALTIES DEVELOPMENT CORPORATION, a New Jersey corporation, having its office and principal place of business at 60 West Street, Bloomfield, New Jersey, hereinafter referred to as "Licensor," which expression shall include its successors and assigns where the context so requires or admits, and THE GENERAL DETROIT CORPORATION, a Michigan corporation, having its office and principal place of business at 2272 East Jefferson Avenue, Detroit 7, Michigan, hereinafter referred to as "Licensee," which expression shall include its agents, successors, assigns and controlled or subsidiary corporations where the context so requires or admits;

WHEREAS, Licensor is the sole owner of the following patents, viz.:

United States Patent No. 1,760,274 (Minor) issued May 27, 1930

Canadian Patent No. 266,726 (Hiss) issued Dec. 14, 1926

Canadian Patent No. 310,417 (Minor) issued Apr. 14, 1931.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of the mutual agreements herein set forth, the parties hereto have agreed as follows:

(1) Upon the terms and conditions hereinafter set forth, Licensors hereby grants to Licensee a non-exclusive license, in and for the United States of America, its territories and dependencies under said United States patent, and in and for the Dominion of Canada under said Canadian patents, to make, sell and use the inventions set forth in the respective patents, in connection with the manufacture of carbon dioxide fire extinguishing apparatus, and for no other purpose, except that no license is hereby granted under claims 2, 4, 5 and 6 of said Canadian Patent No. 266,726 (Hiss).

* * * * *

(7) Licensee agrees that Licensors has the right (unless, before such right is exercised, it shall have been determined by the Supreme Court of the United States, by overruling the case of *United States v. General Electric Company*, 272 U. S. 476, or otherwise, that it shall be illegal to do so) to require after sixty (60) days' written notice to Licensee that Licensee shall not directly or indirectly sell or otherwise dispose of any apparatus embodying features covered by said patents at prices less than, or upon terms contrary to those which Licensors will set forth in a Schedule of Minimum Prices and Terms to accompany said notice.

In the event such a Schedule of Minimum Prices and Terms is established, Licensee agrees that such Schedule of Minimum Prices and Terms shall be binding upon and be

observed by Licensee, and its controlled and subsidiary companies, agents and representatives.

(8) Licensor and Licensee agree that in the event Licensor exercises its right herein to establish a Schedule of Minimum Prices and Terms, then and then only shall the following terms and conditions of this Article be binding on the respective parties hereto:

a. Licensee agrees that when it quotes to a customer on apparatus involving devices covered by any such Schedule of Minimum Prices and Terms and at the same time quotes such customer upon apparatus or devices not included in any such Schedule of Minimum Prices and Terms, Licensee will make such quotations separately, and will not directly or indirectly make a contract to sell or a sale of licensed apparatus contingent upon a contract to sell or a sale of unlicensed apparatus, devices or parts, and in rendering bills for such apparatus or devices will make separate charges for such classes of apparatus or devices.

b. Licensee agrees that Licensor may, from time to time, upon sixty (60) days written notice to Licensee, establish an amended or new Schedule of Minimum Prices and Terms and/or add new items thereto; and Licensee agrees that such new and amended prices shall not be released to customers prior to thirty (30) days before such prices become effective. In all cases where notice of amendment is given there shall be delivered with and as a part of such notification a copy of the amended or new Schedule of Minimum Prices and Terms and the statement of the date when it shall become effective, and upon such date, such amended or new Schedule of Minimum Prices and Terms shall be binding upon Licensee.

c. Licensor agrees that in case Licensor gives to Licensee any such notice as is provided for in paragraph (b) of this Article, similar notices in identical terms shall simultaneously be given by Licensor to any and all other licensees holding licenses to manufacture and sell, who shall be bound thereby in the same manner and to the same extent as Licensee.

d. Licensee agrees that in the event Licensee violates this agreement as to minimum prices, terms and conditions of sale to consumer or user or other disposition of apparatus embodying the invention of said patents, Licensee shall within forty-five (45) days after notice has been given to it by Licensor, pay to Licensor as liquidated damages and not as penalty an amount equal to sixty-five percent (65%) of the price of the apparatus so sold, or otherwise disposed of, computed on the prices set forth in such Schedule of Minimum Prices and Terms.

e. Licensor agrees that it will not grant, or continue in force, any license under the said patents in which minimum prices are lower or the terms and conditions including royalty are more favorable therein than in the Schedule of Minimum Prices and Terms or amendment thereof which shall be established for Licensee.

f. Licensor may, at any time, on thirty (30) days' written notice to Licensee, cancel and terminate or suspend, in the United States, its territories and dependencies, or in Canada, or in both said countries, and as to any or all of said patents, the minimum price restrictions set forth in such Schedule of Minimum Prices and Terms

as respects apparatus coming thereunder. In such event, however, Licensor shall then be relieved of its obligation herein to commence or maintain at least one infringement suit under such patent or patents as to which such Schedule of Minimum Prices and Terms has been cancelled or terminated by Licensor.

g. Licensee agrees that it will not during the remainder of the respective terms of said patents, directly or indirectly sell or otherwise dispose of any carbon dioxide fire extinguishing apparatus embodying features covered by said patents at prices less than, or upon terms contrary to those set forth in such Schedule of Minimum Prices and Terms, or in any new or amended schedule that may later be established in place thereof; and that nothing shall be given or sold or in any way disposed of by Licensee as a gratuity, bonus or rebate; and that no gratuity, bonus or rebate of any sort shall be in any other way directly offered or given; nor shall Licensee lease or rent or in any other manner temporarily place with a customer or user apparatus covered hereby in such manner as to directly or indirectly amount to a disposition of such apparatus on terms less than those set forth in such Schedule of Minimum Prices and Terms; nor shall Licensee in any way assist by extending facilities to the purchaser for installation of carbon dioxide fire extinguishing systems for the purpose of evading the minimum price provisions, nor shall anything be done in any other way for the purpose of indirectly accomplishing a sale to the customer of apparatus covered hereby at prices less than those set forth in such Schedule of Minimum Prices and Terms.

h. It is also agreed that sales agents shall not be selected from parties who can or may resell to themselves or to their subsidiaries thereby obtaining better prices, or who can in any way, by reason of their connections, accomplish a sale in a manner which would directly or indirectly have the effect of evading the intent of the Schedule of Minimum Prices and Terms.

i. It is also agreed that in the event any claim or claims of any patent covered by this agreement shall be declared invalid by a decision or decree (unappealed or unappealable) of a court of competent jurisdiction, apparatus covered only by such invalid claim or claims shall be thereafter considered without the scope of this agreement and may be made, used or sold by Licensee royalty-free and without compliance with the terms of any such Schedule of Minimum Prices and Terms.

j. Neither party will dispose of apparatus covered by this license otherwise than directly to the ultimate consumer or to the classes of customers mentioned in any such Schedule or Minimum Prices and Terms.

* * * * *

(15) It is agreed that unless sooner terminated as herein provided, the term of this agreement shall run to the expiry dates in the United States and Canada, respectively, of said United States Patent No. 1,760,274 (Minor), and said Canadian Patent No. 266,726 (Hiss) and said Canadian Patent No. 310,417 (Minor).

* * * * *

AGREEMENT.

This agreement made and entered into this day of December 30, 1944, by and between SPECIALTIES DEVELOPMENT CORPORATION, a New Jersey corporation, having its office and principal place of business at 60 West Street, Bloomfield, New Jersey, hereinafter referred to as "Licensor", which expression shall include its successors and assigns where the context so requires or admits, and the GENERAL PACIFIC CORPORATION, a California corporation, having its office and principal place of business at 1800 South Hooper Avenue, Los Angeles 21, California, hereinafter referred to as "Licensee", which expression shall include its agents, successors, assigns and controlled or subsidiary corporations where the context so requires or admits;

WHEREAS, Licensor is the sole owner of the following patents, viz.:

United States Patent No. 1,760,274 (Minor) issued May 27, 1930

Canadian Patent No. 266,726 (Hiss) issued Dec. 14, 1926

Canadian Patent No. 310,417 (Minor) issued Apr. 14, 1931.

The balance of this Agreement is the same as the Agreement dated December 1, 1944, between Specialties Development Corporation and The General Detroit Cor-

poration with the exception of the signature page which reads as follows:

SPECIALTIES DEVELOPMENT CORPORATION

By J. William Carson

President

ATTEST:

G. W. Hiss

Secretary

THE GENERAL PACIFIC CORPORATION

By G. D. Kite

President

ATTEST:

D. A. Clinton

Secretary

Walter Kidde & Company, Inc., affirming that it owns all of the stock of Specialties Development Corporation, hereby approves the foregoing agreement and guarantees its performance by the said Specialties Development Corporation.

WALTER KIDDE & COMPANY, INC.

By John V. Kidde

President.

ATTEST:

G. W. Hiss

Secretary.

Appendix P.

P—Government Exhibit 1, Part 20, page 3, amendment to one of the price schedules issued pursuant to patent licensing agreements in evidence as Government Exhibits 1, Part 1, and 1, Part 12. This amended schedule lists purchasers not to be appointed as selling sub-licensees or agents.

LIST OF PURCHASERS NOT TO BE APPOINTED AS SELLING (SUB-)LICENSEES OR AGENTS.

HARDWARE STORES WITHOUT OUTSIDE SALESMEN

This class includes all retail hardware stores which stores normally sell to a small area and which stores do not have a man who regularly solicits sales from consumers outside of the store.

AIRPLANE MANUFACTURERS AND AIRPLANE ASSEMBLERS EXCEPT AS PROVIDED FOR IN SCHEDULE A, CLASS G, OF THE LICENSE SCHEDULE.

This class includes any individual or company which manufactures and/or assembles planes in part or in whole.

AIRPLANE SUPPLY COMPANIES EXCEPT AS PROVIDED FOR IN SCHEDULE A, CLASS G OF LICENSE SCHEDULE.

This class includes all companies manufacturing and/or handling the sale of equipment or parts used on airplanes.

INSURANCE BROKERS, AGENTS AND COMPANIES.

This class includes any individual or company handling the sale of any type of insurance.

PURCHASING COMPANIES AND/OR COOPERATIVE PURCHAS- ING COMPANIES.

This class includes all individuals, companies, clubs and fraternities engaged in the business of buying or ar-

ranging for their client to buy equipment and material from various manufacturers and then allowing their clients part or all of the discount allowed by the manufacturer. For instance, Biddle Purchasing Company and any Farmer's Cooperative Purchasing Agency would be included in this class.

ARCHITECTS, DESIGNERS, AND CONSULTING ENGINEERS
EXCEPT AS PROVIDED FOR IN SCHEDULE A, CLASS D.

This class includes all architects, designers, and consulting engineers who may be in a position to recommend or purchase the equipment, except those in the marine field which are allowed a discount as provided for in License schedule, Schedule A, Class D.

MAIL ORDER HOUSES AND CHAIN STORES HAVING
BRANCHES OR WAREHOUSES IN SEVEN OR MORE
STATES.

This class includes such organizations as Sears Roebuck, Montgomery Ward, Pep Bros., Western Auto Supply, and similar organizations.

AUTO SUPPLY STORES WITHOUT OUTSIDE SALESMEN.

This class includes all retail auto supply stores which do not have a man outside regularly soliciting business.

DEPARTMENT STORES.

This class includes all stores whose major business is in household equipment, men's clothing and women's clothing and which stores may have a small Sports Department or Marine Dept., such as Macy's, Gimbel's, Wanamaker's and similar stores.

* * * * *

REISSUE ORIGINAL ISSUE.

MR 6/28/39 Effective August 1, 1939 U.S.A. Only

Appendix Q.

Q—Government Exhibit 1, Part 32.

—10a—68

WALTER KIDDE & COMPANY

Incorporated

140 Cedar Street - New York

GE 1-w d-7/21

Cable Address

WALTKIDDE

July 22, 1941

Mr. Stewart Boal, Personal
Fyr-Fyter Products Co.
318 West Randolph Street
Chicago, Illinois

Dear Mr. Boal:

I have your letter of July 17 and I am sorry, too, you could not come into see us. I had inquired if you had come in in my absence.

All sales matters, of course, are under Mr. A. M. Doxsey, Vice-President in charge of sales and Mr. Freck does assist him in connection with matters as they relate to your problem. I have spoken to both gentlemen and I think both feel something constructive could be worked out.

I really do believe it is quite difficult to accomplish anything of this kind by mail. There are many problems which ought to be considered both from your angle and from ours. I am wondering if you are planning to come in to New York sometime later on? Of course, right now the vacation season is in full swing; in fact, I shall be away the month of August but will probably be in Chicago, just passing through, for a few hours on August 4th, on my way to Denver.

Commenting on your letter, you speak of the 4-lb. size to be sold to W. D. Allen and Sears Roebuck through jobbers and dealers. You probably have found out that according to the law, if you sell to any jobber or dealer you sever all possible control of the sales price and for that reason we never would consider such a sales policy ourselves nor would the licensing company have any of its licensees sever title excepting to the ultimate consumer. An outfit like Sears Roebuck we would not even consider. As a matter of fact, they don't sell but only take orders and then usually the inducement is a cut price as they like to hide under someone else's umbrella. It is only through this very definite and consistent policy that the carbon dioxide industry has stayed on a profitable basis.

I note your order 1709 for 21—2½ gallon Kidde water extinguishers. Here again, we are in the same boat. This is a patented article under license and the Fyr-Fyter Company of Dayton holds such a license. As I understand it, Fyr-Fyter Products Co. is merely a sales agency and is owned by the Fyr-Fyter Company of Dayton and as the license is to the company and its subsidiaries, the Fyr-Fyter Products Co. gets a license. When Fyr-Fyter Products Co. sells to a client, it is a direct sale to the consumer and what the company (Fyr-Fyter of Dayton) does to reimburse its own salesmen is their own business. It is a commission they (the salesmen) receive. It is not a sale made at one price with title passed and then resold. Price control cannot operate under the second case.

Sheet 2—Date 7/21/41—To Mr. Stewart Boal

Therefore, applying this now to your order 1709, when you send us an order for 21—2½ gallon water extinguishers, you are the purchaser and the ordinary client prices must apply; namely, your price on this quantity is

now \$11.25 each and on August 1st \$13.00 each. If we sold them to you for anything less, we would have to pay liquidating damages to the other licensees. However, when you receive the order from your client and supply the material through Fyr-Fyter of Dayton (the licensee) naturally they can pay you a commission because they are not severing title to you. Therefore, the only thing I can do in this instance is to return the order to you (and it is enclosed herewith) and have you rout it through the licensee, Fyr-Fyter of Dayton.

The above seems quite complicated but yet it is simple when you understand it.

You speak of making sales direct to New York. I have looked this up and we do not make sales direct to Fyr-Fyter Products Co. of New York. They are made entirely through Dayton. What the arrangements are between Dayton and New York is none of our business. Of course, it does happen now and then that Fyr-Fyter of New York will telephone us and tell us an order is coming through Dayton but we recognize only the order from Dayton as the order and we bill Dayton in accordance with their order.

It might be a constructive idea if Roscoe Iddings, you and I sit down sometime and try to work something out. What do you think of this idea?

Very truly yours,

WALTER KIDDE & COMPANY, Inc.

Walter H. Freygang

Walter H. Freygang

Senior Vice-President

Appendix R.

R—Record references in support of the trial court's findings of fact and conclusions.

Explanation of Symbols.

S—Stipulation As to Facts.

SD—Stipulation With Respect to Documents.

R—Record.

SS—Supplemental Stipulation As to Facts.

G—Government Exhibit.

FINDINGS OF FACT.

In accordance with the request of defendants C-O-Two Fire Equipment Company and Maynard A. Laswell, and pursuant to the provisions of Rule 23(c) of the Rules of Criminal Procedure for the District Courts of the United States, the Court finds the following facts:

Definitions.

As used in these findings:

(a) "Defendants" refers to and includes all of the corporate defendants named in the indictment, and Maynard A. Laswell, Vice President of the defendant C-O-Two Fire Equipment Company, an individual defendant named in the indictment;

(b) "Fire extinguisher" refers to portable carbon dioxide fire extinguishers;

S 2, R 13.

(c) "Dealers" refers to corporations or individuals engaged in the business of buying or otherwise acquiring fire extinguishers from the corporate defendants herein for the purpose of resale or distribution to the ultimate

purchasers thereof, and includes jobbers, merchants, fire equipment companies, fire protection companies, hardware stores, and other merchandising agencies;

S 3, R 13.

(d) "Southern California area" includes that part of the State of California south of approximately 35 degrees, 45 minutes latitude, including specifically the Counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

S 4, R 13.

The Defendants.

1. The defendant Walter Kidde & Company, Inc., hereinafter sometimes referred to as Kidde, is a New York corporation. Its plant and principal place of business are located at Belleville, New Jersey.

SD 1, R 31.

2. The defendant C-O-Two Fire Equipment Company, hereinafter sometimes referred to as C-O-Two, is a Delaware corporation. Its plant and principal place of business are located at Newark, New Jersey.

SD 3, R 31.

3. The defendant American-LaFrance-Foamite Corporation, hereinafter sometimes referred to as LaFrance, is a New York corporation. Its plant and principal place of business are located at Elmira, New York.

SD 4, R 31.

4. The defendant The General Pacific Corporation, hereinafter sometimes referred to as Pacific, is a California corporation. Its plant and principal place of business are located at Los Angeles, California. The Gen-

eral Detroit Corporation, a corporation with its plant and principal place of business at Detroit, Michigan, is not a defendant herein. It owns more than 70% of the stock of defendant Pacific. Pacific and The General Detroit Corporation commenced to manufacture, sell, and ship fire extinguishers in interstate commerce about the year 1942.

SD 2, R 31; S 9, R 6; S 10, R 7; R 185-186.

The Product and Commerce Involved.

5. Fire extinguishers are manually operated and are designed primarily to combat and extinguish fires in their incipient or early stages. Fire extinguishers are usually available in readily accessible places for instantaneous use in extinguishing fires in large buildings, industrial plants, offices, and other places. Municipalities and other governmental agencies, as well as industrial and mercantile organizations, are among the purchasers of such extinguishers.

S 5, R 13.

6. The component parts for corresponding models of the fire extinguishers manufactured or assembled by the corporate defendants, including the containers, valves, and horns, are substantially identical as to size, color, and other physical characteristics. The models of the defendants' fire extinguishers are so standardized that they are generally distinguishable only by the manufacturers' labels contained thereon.

R 150-152 incl.; Appendix B; Government's Exhibit 7, page 1.

7. Each corporate defendant is engaged in the business of manufacturing, selling, and shipping of fire extinguishers in interstate commerce. The defendants Kidde.

C-O-Two, LaFrance, and Pacific manufacture fire extinguishers at their respective plants located in the States of New Jersey, New York, and California, and ship and sell such fire extinguishers from such plants in interstate commerce to points located throughout the United States, including the Southern California area.

S 6, R. 14.

8. The defendants Kidde, C-O-Two, and LaFrance ship and sell fire extinguishers in a continuous flow of interstate commerce into the Southern California area, shipping said fire extinguishers to

(a) ultimate purchasers in the Southern California area who order directly from said defendants;

(b) ultimate purchasers in the Southern California area whose orders are forwarded to said defendants by dealers;

(c) dealers in the Southern California area; and

(d) warehouses in the Southern California area for distribution and sale to dealers or ultimate purchasers in such area.

S 7, R 14.

9. In 1947 the total annual volume of sales of fire extinguishers of the defendant corporations and The General Detroit Corporation constituted approximately 91% of the total dollar volume of sales of all fire extinguishers sold in the United States.

S 25-26, R 26.

Background of Offense Charged.

10. During the period from August, 1932 to about the year 1942, defendants Kidde, C-O-Two, and LaFrance

were the only manufacturers of fire extinguishers in the United States.

R. 185-186.

11. On August 24 and 25, 1932, defendant Kidde entered into identical patent licensing agreements with defendants C-O-Two and LaFrance, respectively, licensing said defendants under certain United States and Canadian patents relating to carbon dioxide fire extinguishers, including United States Patent No. 1760274.

Appendices M, N, O; Government Exhibit 1, Parts 1, 2, 12 and 13.

12. In or about March, 1940 Specialties Development Corporation, a wholly-owned subsidiary of defendant Kidde, acquired all of the rights of defendant Kidde as licensor under the agreements described in paragraph 11 hereof, and the right to issue additional licenses under the patents referred to in said agreements.

Appendix T; Government's Exhibit 1, Parts 4 to 7 incl., and 14 to 19 incl.

13. There is a division of territory between The General Detroit Corporation and defendant Pacific, pursuant to which defendant Pacific limits its sales of fire extinguishers to thirteen western states, including that portion of the State of California described herein as the Southern California area. The General Detroit Corporation confines its sales of fire extinguishers to the remaining portion of the United States.

S 11, R 16.

14. In December, 1944 defendant Pacific and its parent company, The General Detroit Corporation, accepted a license from Specialties Development Corporation under certain United States and Canadian patents relating to

carbon dioxide fire extinguishers, including United States Patent No. 1760274.

Government's Exhibit 1, Parts 21 to 31 incl.;
Appendix O.

15. The licensing agreements, referred to in paragraphs 11 and 14 hereof, terminated in the United States on or about May 27, 1947, the expiration date of United States Patent No. 1760274.

Appendices M, N, O; Government's Exhibit 1,
Parts 24 and 25.

16. The licensing agreements, referred to in paragraphs 11 and 14 hereof, reserved to the licensor the right to require the licensees therein to sell, or otherwise dispose of, any fire extinguishing apparatus using any features covered by the licensed patents at prices not less than, or upon terms different from, those established by the licensor.

Appendices M, N, O; Government's Exhibit 1,
Parts 1, 2, 24 and 25.

The Offense Charged.

17. Commencing at or about the time of the expiration of United States Patent No. 1760274, referred to in paragraph 11 hereof, and the expiration of the so-called patent licensing agreements referred to in paragraphs 11 and 14 hereof, and continuing up to and including the date of the return of the indictment, all of the defendants were parties to a combination and conspiracy to fix, determine, establish, and maintain non-competitive prices, terms, and conditions relating to the sale of fire extinguishers to ultimate purchasers in the Southern California area.

All references under Findings of Fact 18 to 29 inclusive.

18. During the period from August 24, 1932 to May, 1947, while the license agreements referred to in paragraphs 11 and 14 hereof were in effect, and during the period from May, 1947 to the date of the return of the indictment herein, the prices, terms and conditions of sale, under which fire extinguishers manufactured by the corporate defendants were sold to ultimate purchasers in the Southern California area, were substantially identical except for relatively short periods of time while price changes were being put into effect.

Government's Exhibit 1, Parts 1, 2, 12, 13, 18, 20 to 31 incl., 34; Appendices A to T incl.

19. The defendant C-O-Two had no cost records or other data indicating the manner or method of computing the sale price of the fire extinguishers manufactured and sold by it.

R 109-110.

20. The corporate defendants herein, at various times during the period of the combination and conspiracy described in paragraph 17 hereof, published and distributed price lists among their respective dealers which contained the agreed-upon and identical prices at which the corporate defendants and their dealers would sell their respective fire extinguishers in the Southern California area.

Government's Exhibit 1, Part 34; Appendices A, A-1, A-2; Exhibit 7; Appendix B; Government's Exhibit 8.

21. During the period of the combination and conspiracy described in paragraph 17 hereof, the corporate defendants sold substantial quantities of the fire extin-

guishers manufactured by them directly to ultimate purchasers in the Southern California area at identical prices, which were the published net, "delivered consumer" prices of each of said defendants referred to in paragraph 20 hereof. The balance of the fire extinguishers manufactured by the corporate defendants, and sold in the Southern California area during the same period, were sold by the corporate defendants to dealers at their established discounts from the identical net, delivered consumer prices as published by each of the corporate defendants in their respective price lists referred to in paragraph 20 hereof. Substantially all of such fire extinguishers were sold by said dealers to the ultimate purchaser at the published net, delivered consumer prices of the respective defendants upon the dealer's understanding that his particular supplier defendant required such fire extinguishers to be sold at such prices.

Government's Exhibit 1, Part 34; S 27, R 26, 27;
SS 3, 4, 5, R 28, 29; Appendices A, C.

22. The corporate defendants herein agreed not to sell or deliver fire extinguishers manufactured by them to dealers who failed to maintain and adhere to the prices, terms, and conditions of sale agreed upon and fixed by the defendants for the sale of fire extinguishers to ultimate purchasers in the Southern California area.

Government's Exhibit 1, Parts 20, 29 and 32;
Appendices P, Q; SS 3, 4, 5, R. 28-29.

23. The corporate defendants herein required their dealers to maintain and adhere to the prices, terms, and conditions of sale agreed upon and fixed by the defendants as the prices, terms, and conditions of sale for fire

extinguishers sold or delivered by such dealers to ultimate purchasers in the Southern California area.

Government's Exhibit 1, Parts 20, 29, 32, 34, 48, 49, 50; Government's Exhibit 6, SS 3, 4, 5, R 28-29.

24. The corporate defendants herein instructed their respective dealers to maintain and adhere to the delivered prices set forth in their respective price lists, referred to in paragraph 20 hereof.

Government's Exhibit 1, Parts 20, 29, 32, 34, 48, 49, 50; Government's Exhibit 6, SS 3, 4, 5, R 28, 29.

25. The corporate defendants agreed to quote and cause their dealers to quote and submit identical bids for fire extinguishers manufactured and sold by them, when bids for such extinguishers were called for by public and governmental agencies in the Southern California area, which bids were in accordance with and at the prices fixed and agreed upon for the sale of fire extinguishers to ultimate purchasers in said area. The corporate defendants, or their respective dealers, submitted identical price bids for fire extinguishers to the City of Los Angeles, Department of Water and Power, in or about May, 1948, and to the Purchasing Agent of the County of Los Angeles in or about August, 1948.

Government's Exhibit 1, Parts 43 to 50 incl.; Government's Exhibits 2, 3, 4, 5; R 80 to 97 incl.; SS 3, 4, 5, R 28, 29; Appendices C, D.

26. In May, 1948 and again in August, 1948, the defendant C-O-Two caused its selling agent in the Los Angeles area to police two of its dealers who had submitted bids to the City of Los Angeles and to the County

of Los Angeles on terms more advantageous to the City and County than those published in the price lists of the defendant C-O-Two. Such policing was for the purpose of compelling said dealers, under threat of refusal to furnish fire extinguishers, to withdraw their bids. As a result of such policing both dealers attempted to withdraw their respective bids. The dealer who had submitted the bid in May, 1948 was awarded the contract after an unsuccessful attempt to induce the City of Los Angeles to permit the withdrawal of its low bid. Thereafter said dealer requested the defendant C-O-Two to supply it with fire extinguishers so that it could fill the order received from the City of Los Angeles. After several letters and telegrams requesting delivery were directed by said dealer to defendant C-O-Two without reply, the dealer was advised by defendant C-O-Two that the defendant Laswell would contact it regarding said order. The order was thereafter filled following a conference between said dealer, the defendant Laswell, and a representative of the Los Angeles selling agent of defendant C-O-Two, during which the dealer was admonished by the defendant Laswell to refrain from further price cutting.

Government's Exhibit 1, Parts 35 to 42 incl.; Appendices E, F, G, H, I, J, K; Government's Exhibit 1, Parts 48, 49, 50, Appendix C; Government's Exhibit 1, Part 51, Appendix L; Government's Exhibits 2, 3, 4, 5, 6; Appendix D; R 80 to 97 incl.; SS 3, 4, 5, R 28, 29; R 111 to 139 incl.

27. The defendant Maynard Laswell, as Vice President in Charge of Sales of defendant C-O-Two, during the period of the combination and conspiracy referred to

in paragraph 17 hereof, instigated, determined, and supervised the prices and sales policies of defendant C-O-Two. He was a member of the Carbon Dioxide Committee of the Fire Extinguisher Manufacturers' Association, on which committee the other defendants were also represented. He policed and enforced the agreed-upon prices, referred to in paragraph 17 hereof, on the dealers of defendant C-O-Two in the Southern California area during the period of the price fixing conspiracy.

Government's Exhibit 1, Parts 35 to 42 incl., 51, Appendices E, F, G, H, I, J, K, L; R 111 to 139 incl.; R 187 to 192 incl.

28. There is an absence of price competition among the corporate defendants and among their dealers in the sale of fire extinguishers manufactured by the corporate defendants and sold to ultimate purchasers in the Southern California area.

All references under Findings of Fact 17 to 27 inclusive.

29. The interstate trade and commerce in the sale and distribution of fire extinguishers of the corporate defendants in the Southern California area has been unreasonably restrained, and the ultimate purchasers of fire extinguishers have been deprived of an open and competitive market in purchasing fire extinguishers in the Southern California area.

All references under Findings of Fact 17 to 27 inclusive.

30. The combination and conspiracy, described in paragraph 17 hereof, was carried out in part within the Southern District of California, Central Division.

All references under Findings of Fact 17 to 27 inclusive.

Appendix S.

S—Government Exhibit 1, Part 8.

SPECIALTIES DEVELOPMENT CORPORATION
60 West Street
Bloomfield, New Jersey

February 15, 1945

Please refer to:

1-LEG-JWC

C-O-Two Fire Equipment Company
Box 390
Newark, New Jersey

Attention: Mr. S. E. Allen
President

Gentlemen:

We deem it our obligation, in view of Article 8 of the License Agreement of August 24, 1932, with your Company, to submit a copy of the License Agreement entered into with The General Detroit Corporation on December 1, 1944; a similar License Agreement having been entered into with The General Pacific Corporation on December 30, 1944.

Very truly yours,

SPECIALTIES DEVELOPMENT CORPORATION

J. William Carson

J. William Carson

President

JWC:AMS
Enc.

Appendix T.

T—Government Exhibit 1, Part 7.

WALTER KIDDE & COMPANY
Incorporated
60 West Street - Bloomfield, N. J.

Cable Address
WALTKIDDE

April 4th, 1941

C-O-Two Fire Equipment Co.
10 Empire Street
Newark, New Jersey

Re: License Agreement Dated August 24, 1932

Gentlemen:

This letter supersedes our letter to you of August 14, 1940, on the subject of the license agreement between Walter Kidde & Company, Inc., and C-O-Two Fire Equipment Company of August 24, 1932.

You are hereby informed that on March 15, 1940, Walter Kidde & Company, Inc. acquired a majority of the voting stock of Specialties Development Corporation, 60 West Street, Bloomfield, New Jersey. On that date, therefore, Specialties Development Corporation acquired the status of a party benefited and bound by the agreement, under Article 26 thereof, which reads in part as follows:

“This agreement shall benefit and bind each party hereto, * * * any company the majority of whose voting stock is owned by such party, * * *.”

Walter Kidde & Company, Inc. has found it desirable to transfer certain rights under the agreement and in the patents upon which the agreement is based to Specialties as such party, but this agreement does not affect the rights or obligations of either C-O-Two Fire Equipment Company or Walter Kidde & Company, Inc., since all the rights and obligations originally standing in the name of Walter Kidde & Company, Inc. are now in the name of said Company and a "company the majority of whose voting stock is owned by" Walter Kidde & Company, Inc.

You are hereby authorized and requested to recognize and to deal with Specialties Development Corporation acting on its own behalf and as agent for Walter Kidde & Company, Inc., in all matters arising under the afore-said agreement on or after March 15, 1940.

Very truly yours

WALTER KIDDE & COMPANY, INC.
Walter H. Freygang,

By Walter H. Freygang,

Senior Vice-President

WHF:ID

